

US EPA RECORDS CENTER REGION 5



467863

AMENDMENT OF CANCELATION CONDITION**(Michigan)**

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only. It is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

3850A
Secretary

THE TRAVELERS INDEMNITY COMPANY

Secretary

1. The insurance also applies to:

- THE TRAVELERS INDEMNITY COMPANY

C-10026 6-63 PRINTED IN U.S.A. N.S. (G 575b)

J. D. Wright
President

INDIVIDUAL AS NAMED INSURED
(Limited to Solely Owned Business)

1721A(460A)

Effective from _____ Amending Policy numbered KDS-2236669
At 12:01 A.M. Standard Time

Issued to _____
Date of Issue 6-22-66

Office _____ Producer _____

(The information provided for above is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

The policy does not apply except in connection with the conduct of a business of which the named insured is the sole owner.

"Business" includes trade, profession or occupation and the ownership, maintenance or use of farms, and of property rented in whole or in part to others, or held for such rental, by the insured. The following use of the insured's property shall not constitute business: (1) occasional rental of the insured's residence, (2) rental in whole or in part to others of a one or two family dwelling usually occupied in part by the insured as a residence, unless such rental is for the accommodation of more than two roomers or boarders, (3) rental of space in the insured's residence for office, school or studio occupancy, or (4) rental or holding for rental of not more than three car spaces or stalls in garages or stables.

Changes affecting insurance afforded by The Travelers Insurance Company are executed for that company only. Changes affecting insurance afforded by The Travelers Indemnity Company are executed for that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

1721A
(460A) N.S. (G236b)


Secretary


Secretary

Countersigned by Robert Kennedy Inc.

For
Company
Use
Only

DATE OF EXP.	MODE OF ADJ.	LOCATION OF RISK

AMENDATORY ENDORSEMENT

It is agreed that the policy is amended as follows:

- A. The word "operations" as used in the Products—Completed Operations Hazard includes any act or omission in connection with operations performed by or on behalf of the named insured on the premises or elsewhere, whether or not goods or products are involved in such operations.
- B. The first sentence of Insuring Agreement V, "Incidental Written Agreements" is amended to read:
Exclusion (d) does not apply to the following types of written agreements relating to the premises: (a) any easement agreement, except in connection with a railroad grade crossing, (b) any agreement required by municipal ordinance, except in connection with work for the municipality, (c) any elevator or escalator maintenance agreement or (d) any lease of premises agreement.
- C. Subdivision 2 (a) of the Property Damage Liability exclusion relating specifically to the collapse of or structural injury to any building or structure is replaced by the following:
"(a) to grading of land, excavation, borrowing, filling, back-filling, tunneling, pile driving, coffer-dam work or caisson work, or".
- D. In the Property Damage Liability exclusion relating to injury to or destruction of wires or similar property, the phrase "for the purpose of excavating or drilling" is amended to read "for the purpose of grading of land, paving, excavating or drilling".
- E. Exclusion (m) in the policy is replaced with the following:
(m) **Under Coverage B**, to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors;
- F. The policy does not apply:
 - I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

G. The definition of "remuneration" in the Premium Condition is amended to read:

The word "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

4267A


Secretary

THE TRAVELERS INDEMNITY COMPANY


Secretary

THE TRAVELERS

Declarations Schedule

Liability Policy Number

Item 4.	Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
The rating classifications under the Description of Hazards do not modify the exclusions or other terms of this policy.				Basic Injury Liability	Property Damage Liability	Basic Injury Liability	Property Damage Liability
1. Premises—Operations			a. Area - Sq. Ft. b. Frontage c. Remuneration	a. Per \$100 Sq. Ft. of Area b. Per Linear Foot c. Per \$100 of Remuneration			
29951 DIVISION DR. ALBION, MICH.							
GARBAGE WORKS—REDUCTION, OR INCINERATION			C 5200	.0374	.300	2	11
124 PATTIE JACKSON, MICH.							
PRIVATE RESIDENCE N.O.C. INITIAL RESIDENCE			1	8.58	2.20	6	2
SUBJECT TO END 40080						FOR \$ 3.0 MINIMUM	
						9	2
2. Elevators			Number Insured	Per Elevator			
3. Independent Contractors			Cost	Per \$100 of Cost			
CONTRACTORS OPERATIONS—CONTRACTORS (NOT RAILROADS)—EXCLUDING OPERATIONS ON BOARD SHIPS			IF ANY	.0277	.0123	15	9
0514							
4. Products—Completed Operations			Sales	Per \$1,000 of Sales			

Date of Issue 6-22-66LS

3972A

C-7759 3-56 PRINTED IN U.S.A.

#120

The Travelers Indemnity Company

Hartford, Connecticut

DECLARATIONS

Liability Policy No. KDS 2236869

The insurance afforded is only with respect to such and so many of the following coverages and divisions thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage and division shall be as stated herein, subject to all the terms of this policy having reference thereto.

Item 1. Named Insured 1 GORDON STEVICH
121 PATTIE
JACKSON, MICHIGAN
Address
(No. street, town, county, state)
Location of all premises owned, rented or controlled by named insured
(Enter "same" if same location as above address) SEE SCHEDULE 3072A
Interest of named insured in such premises (Enter "Owner," "General Lessee" or "Tenant") OWNER Part occupied by named insured ENTIRE
Business of the named insured is SANITARY LAND FILL

Item 2. Policy Period: From 5-31-66 to 5-31-67 12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3. Coverages	Divisions	Limits of Liability	Advance Premiums
A. Bodily Injury Liability	1. Premises—Operations	\$ 100,000 each person	\$
	2. Elevators	\$ 300,000 each accident	\$
	3. Independent Contractors	\$ aggregate	\$
	4. Products—Completed Operations	(Aggregate applies to Div. 4 only)	\$
B. Property Damage Liability	1. Premises—Operations	\$ 25,000 each accident	\$
	2. Elevators	\$	\$
	3. Independent Contractors	\$ 25,000 aggregate	\$
	4. Products—Completed Operations	(Aggregate applies to Divs. 1, 3 & 4)	\$
C. Medical Payments	1. Premises—Operations	\$ each person	\$*
	2. Elevators	\$ each accident	\$
Contractual Liability Coverage Endorsement	Bodily Injury Liability	\$	\$
	Property Damage Liability	\$	\$

Symbol numbers of endorsements forming a part of the policy on its effective date: 3050A 3072A 3073A

% of basic limits	Minimum Premiums	Division 1	Division 3	Division 4	Total Advance Premium
Bodily Injury Liability	Coverage A	\$ 11	\$	\$	
Premium under Division 1 which is subject to audit	Coverage B	\$ 15	\$	\$	

Item 4. Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
1. Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration			

Item 5. During the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Date of Issue 6-22-66 S

Countersigned by: Hall & Kennedy Inc.

Page 1

PROTECTION BY THE TRAVELERS

LIABILITY POLICY

The Travelers Indemnity Company, Hartford, Connecticut

The Travelers Indemnity Company

Hartford, Connecticut

(A Stock Insurance Company, Herein Called the Company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium hereinafter upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

Insuring Agreements

I. Coverage A—Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, caused by any person, caused by accident and arising out of the hazards hereinafter defined.

Coverage B—Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the hazards hereinafter defined.

Definition of Hazards

Division 1. Premises—Operations. The ownership, maintenance or use of premises, and all operations.

Division 2. Elevators. The ownership, maintenance or use of any elevator designated in the declarations.

Division 3. Independent Contractors. Operations performed for the named insured by independent contractors and general contractors thereof by the named insured, if the accident occurs in the course of such operations, other than (a) maintenance and repairs to premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the load of or moving buildings or other structures.

Division 4. Products—Completed Operations.

(a) Goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name. If the named insured's possession of such goods or products has been relinquished to others by the named insured or by others trading under his name, and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the named insured is insured under division 1 of the declarations, excludes any part of the foregoing; provided, such goods or products shall be sold to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold.

(b) Operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured, provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be operations within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of equipment owned or used by or on behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials or operations for which the classification stated in division 1 of Item 4 of the declarations specifically includes completed operations.

Coverage C—Medical Payments

To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical and dental services, prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident and arising out of the ownership, maintenance or use of premises owned, rented or controlled by the named insured and the ways immediately adjoining such operations of the named insured.

Settlement, Supplementary Payments.

In respect to such insurance as is afforded by this policy for bodily injury liability and for property damage liability, the company

shall defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;

shall pay all premiums on bonds to release attachments for an insured in respect to such liability; and shall pay, on behalf of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

shall pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

shall pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

shall reimburse the insured for all reasonable expenses, other than costs of defense, incurred at the company's request;

shall advance to the insured, except settlements of claims and suits, the amounts payable by the company in addition to the applicable limit of liability of this policy.

includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

IV. Insurance for Newly Acquired Elevators.

Such insurance as is or can be afforded under division 2 of the Definition of Hazards and under Coverage C applies to elevators newly installed at the premises described in the declarations and to elevators at other premises of which the named insured acquires ownership or control.

This insuring agreement does not apply: (a) unless the named insured notifies the company within thirty days after the acquisition of each such elevator to which he wishes the insurance to apply; (b) to any loss against which the named insured has other valid and collectible insurance.

This insuring agreement applies only under the coverages for which this policy already affords insurance and then applies subject to the limits of liability stated in the declarations.

V. Incidental Written Agreements.

Exclusion (d) does not apply to the following types of written agreements: (a) any easement agreement, except in connection with a railroad grade crossing, or (b) any agreement required by municipal ordinance, except in connection with work for the municipality. Exclusions (a), (c) (2) and (k) do not apply to liability assumed under such agreements. If, with respect to this insuring agreement, more than one division of the Definition of Hazards applies, the limits of liability applicable to this insuring agreement shall be the highest limits of liability as stated in the declarations for any one of divisions 1, 2 and 3.

Exclusions

Policy does not apply:

under division 1 of the Definition of Hazards, and under Coverage C, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from the premises owned by, rented to or controlled by the named insured, or as this part of this exclusion is stated in the declarations, (2) automobiles if the accident occurs away from the premises or the ways immediately adjoining, or (3) any other conveyance.

under division 1 of the Definition of Hazards, to elevators;

under division 1 of the Definition of Hazards, and under Coverage C, to (1) the Independent Contractors Hazard or (2) the Products—Completed Operations Hazard;

under divisions 1, 2 and 3 of the Definition of Hazards, to liability assumed by the insured under any contract or agreement;

under division 3 of the Definition of Hazards, to any act or omission of the named insured or any of his employees, other than general supervision of work performed for the named insured by independent contractors;

under division 4 of the Definition of Hazards, to liability assumed by the insured under any contract or agreement except a warranty of goods or products;

under Insuring Agreement V, to (1) a warranty of goods or products, or (2) any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;

to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion, or revolution, or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under any contract or agreement, or (2) expenses under Insuring Agreement H (b) (3) or under Coverage C;

under Coverages A and B, to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage and, under Coverage C, to any expense resulting from such sale, gift, distribution or use;

under Coverage A, to any obligation for which the insured or any other as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law or under any similar law;

under Coverage A, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

under Coverage B, to injury to or destruction of (1) property owned, occupied or used by or rented to the insured, or (2) except with respect to the use of elevators, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (3) any goods, products or

containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;

under Coverage B, with respect to division 1 of the Definition of Hazards, to any of the following insofar as any of them occur out of or from premises owned by or rented to the named insured and injury to or destruction of buildings or property therein and are not due to fire: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators;

under Coverage B, with respect to division 1 of the Definition of Hazards, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to excavation, including borrowing, filling or back-filling in connection therewith, or to tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion;

under Coverage B, with respect to division 1 of the Definition of Hazards, to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of excavating or drilling, or to injury to or destruction of property at any time resulting therefrom; provided, however, this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to this exclusion;

under Coverage C, to bodily injury to or sickness, disease or death of (1) the named insured, any partner therein, any tenant or other person regularly residing on premises owned by or rented to the named insured, or any employee of such insured, tenant or other person arising out of and in the course of his employment therewith, or (2) any other tenant of such premises, or any employee of such other tenant arising out of and in the course of his employment therewith, on that part of such premises rented to such other tenant, or (3) any person arising out of and in the course of his employment if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law or (4) any person while engaged in maintenance, alteration, demolition or new construction operations for the named insured or for any lessee of the named insured or any lessor of premises rented to the named insured, or (5) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

under Coverage C, to (1) elevators, unless medical payments for elevators is stated in the declarations as included, or (2) any expense for services by the named insured, any employee thereof, or any person or organization under contract to the named insured to provide such services.

Conditions

Conditions 1, 2, 3, 9, 17, 18, 19, 20 and 21 apply to all coverages. The other conditions apply only to the coverage or coverages noted thereunder.

1. Premium. The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, terms, premiums and minimum premiums applicable to this policy. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis:

- (1) the word "cost" means the total cost to the named insured under division 3 of the Definition of Hazards of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (2) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- (3) the word "remuneration" means (a) the entire remuneration earned during the policy period by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company, and subject with respect to each executive officer to a maximum and a minimum of \$100 and \$10 per week, and (b) the remuneration of each proprietor at a fixed amount of \$3,600 per annum;
- (4) the word "netted" means the gross amount of money charged by

and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit. The company shall be permitted to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

3. Definitions.

(a) **Elevator.** The word "elevator" means any hoisting or lowering device to connect floors or landings at any building owned, rented or controlled by the named insured, unless the named insured owns, rents or controls only a part of the building and does not operate, maintain or control the elevator, whether or not such device is in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery. "Elevator" does not include a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property, or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

(b) **Automobile.** The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

- (1) The following described equipment shall be deemed an automobile while towed by or carried on an automobile not

The following defined equipment shall be deemed an automobile while used as a motor vehicle on an automobile as above defined solely for purpose of transportation or while being operated solely for locomotion, but not otherwise if it is the water-walker type, any power crane or shovel, ditch or trench digger, and any air compressing, building or cement cleaning, splicing or welding equipment or well drilling machinery.

Assault and Battery. Under Coverages A and B, assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

4. Limits of Liability. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including expenses for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident, or the limit of the company's liability, stated in the declarations as applicable to "each accident," subject to the above provision respecting each person, is the limit of the company's liability for all damages, including expenses for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

5. Limit of Liability. The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages resulting out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

6. Limits of Liability. Subject to the limit of liability with respect to "each accident," the limit of liability, if stated in the declarations as "Aggregate," is the total limit of the insured's liability for the division of hazards, and under the policy for which said limit is stated; provided, under division 1 of the Definition of Hazards, said limit applies only to premises and is stated on a remuneration premium basis and contractors' liability is stated on a receipts premium basis. Under divisions 1 and 2 of the Definition of Hazards said limit applies separately to each of the insureds with respect to operations being performed away from the premises owned by or rented to the name insured. Under division 4 of the Definition of Hazards all damages arising from the loss of goods or products prepared or acquired by the insured or by another trading under his name shall be considered as arising out of one accident. The insurance afforded by this policy under division 2 of the Definition of Hazards applies separately to each elevator.

7. Limits of Liability. The limit of liability for medical payments payable to or for the insured in all declarations shall be applicable to each person. The limit of the company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury, including death, including death resulting therefrom, as the result of an accident, the limit of such liability stated in the declaration applicable to "each accident" is, subject to the above prospecting each person, the total limit of the company's liability for expenses incurred by or on behalf of each person who sustains bodily injury, including death, as the result of an accident, as the result of any one accident.

3. Verifiability of Interests. The term "the insured" is used ^{in parts A and B} generally and not collectively, but the ~~coverage~~ of more than one insured shall not operate to increase ~~the~~ the company's liability.

Notice of Accident. When an accident occurs written notice should be given on behalf of the insured to the company or any authorized agents at once or as practicable. Such notice shall be particulars sufficient to identify the insured and also reasonably available information respecting the time, place and circumstances of the accident, the names and addresses of the injured and any available witnesses.

Notice of Claim or Suit. If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or process received by him or his representative.

Attendance and Coöperation of the Insured. The insured shall cooperate with the company and, upon the company's request, shall attend examinations and trials and shall assist in effecting settlements, securing evidence, obtaining the attendance of witnesses and in the prosecution of suits. The insured shall not, except at his own cost, make any payment, assume any obligation or incur any expense other than that of the ordinary medical and surgical relief which may be imperative at the time of accident.

12. **Medical Reports; Proof and Payment of Claim.** As soon as practicable after the death of an insured person or someone on his behalf shall give to the beneficiary or beneficiaries a copy of the medical report of the attending physician, and shall pay to the beneficiary or beneficiaries the amount of the claim.

after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the insured or, except hereunder, of the company.

13. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

14. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty days after the required proofs of claim have been filed with the company.

15. Other Insurance. If the insured has other insurance against ~~Coverages A and B~~ a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

16. Subrogation. In the event of any payment under this policy, Coverage A and B, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

17. Three Year Policy. A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

18. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the company from asserting any right under the terms of its policy nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Secretary or Assistant Secretary of the company; provided, however, changes may be made in the written portion of the declarations by a manager or general agent of the company when initiated by such manager or general agent.

19. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon: if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

20. Cancellation. This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

21. Declarations. By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, THE TRAVELERS INDEMNITY COMPANY has caused this Policy to be signed by its President and Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

[Signature]
Secretary

1900-1910 July 1958 - 1960 - 1961 - 1962

SURETY BOND - FORM FOR SOLID WASTE DISPOSAL LICENSE

7 JAN
05/05/66

Sanitary Landfill

Lot 28, Sheridan Twp.

(Name of Disposal Area)

City of Albion

(County or City)

(Bond Number)

KNOW ALL MEN BY THESE PRESENTS:

That Gordon Stevick, of 424 Pattle Avenue, Jackson, Michigan
(Street Address & City)

as principal, and The Aetna Casualty and Surety Company, Hartford, Connecticut

an insurer authorized to transact the business of surety and fidelity insurance in the State of Michigan are firmly bound unto the Director of the Department of Public Health on behalf of the State of Michigan in the sum of * \$2,500.00 lawful money of the United States of America, to be paid to the said Director, his successor or successors in office, to which payment well and truly to be made, we bind ourselves, our executors, administrators and heirs, and each and every one of them firmly by these presents.

Sealed with our seals, dated the 5th day of May, A.D., 1966.

Whereas, the principal has made application for a license to establish, maintain, and/or conduct a solid waste disposal area within the State of Michigan in accordance with the provisions of Act 87 of the Public Acts of 1965.

Now therefore, the condition of this obligation is such that if the above bounden principal shall:

1. Faithfully perform all the provisions of Act 87 of the Public Acts of 1965, and
2. Faithfully comply with the applicable rules on solid waste disposal promulgated under the provisions of Act 87 of the Public Acts of 1965, and
3. Faithfully comply with the provisions of any stipulations under which the license is issued,

then this obligation shall be void, otherwise it shall remain in full force and effect.

This bond is further executed and accepted subject to the following conditions and limitations:

This bond shall be in force for a period beginning with the date of issue of the license and ending on August 31 next following: except that this bond shall remain in full force and effect until the application for license renewal is approved or denied. This bond may be extended by continuation or extension certificate signed by principal and surety to cover renewal license or licenses.

IN WITNESS WHEREOF, The principal herein has hereunto affixed his hand and seal and the Surety herein has caused this bond to be signed by its officers proper for the purpose and its corporate seal affixed and justification or power of attorney attached the day and date first above written.

Witnesses to signature of principal

GORDON STEVICK

Principal

THE AETNA CASUALTY AND SURETY COMPANY
Surety

21

By

Mary B. Smith
Authorized agent and attorney-in-fact
Mary B. Smith

* \$500/acre, minimum \$2,500